



1100 Poydras Street
Suite 2600
New Orleans, LA 70163
ph 504-681-3600
fx 504-681-3611

multiplan.com

April 11, 2014

Mr. Kevin Barrett
Quest Financial Recovery Services
3824 Cedar Springs Road, #801-1293
Dallas, TX 75219

VIA: Certified Mail

RE: Case #: 4620990 -Steven Holland d/b/a Physical Therapy Clinic of Gulfport

Dear Mr. Barrett:

This letter is in response to your correspondence dated March 14, 2014 whereby you continue to make settlement demands against MultiPlan and our clients, claiming that the workers' compensation discounts taken through Mr. Holland's contract with Private Health Systems, Inc. ("PHCS") are invalid.

As previously communicated to you, MultiPlan stands firm in our position that the discounts applied were indeed, valid.

Under Mississippi law, there is no prohibition against the general Participating Provider Network contract structure used by MultiPlan. Likewise, there is not a requirement for the provider to "opt-in" to workers' compensation. By entering into the Network contract, the provider is voluntarily participating in the applicable products.

Also, you make reference to the voluntary participation in a re-pricing agreement. According to the Billing and Reimbursement Rules "Payers and providers may voluntarily enter into re-pricing agreements designed to contain the cost of workers' compensation healthcare after the medical or service has been provided, and in such case, the reimbursement voluntarily agreed to by parties shall control to the exclusion of the Fee Schedule." The Rules further state that "No party shall be obligated to negotiate or enter into a re-pricing agreement of any kind whatsoever." This language, applies to post-care re-pricing agreements only, which is distinct from the provider's network participation in the workers' compensation product under a Network contract.

Again, to reiterate our position, Private Health Systems, Inc. ("PHCS") held a contractual relationship with Dr. Steven Holland from September 1, 2006 through September 25, 2012. Workers' Compensation was included as a valid product offered by PHCS through that contract.

Please reference Section 3.7 of the PHCS Participating Professional Agreement, which states:

***3.7 Product Participation and Requirements.** This Agreement may contain references to each of the products offered by PHCS. Upon written notice to Participating Professional, PHCS will, in its sole discretion, designate those individual product(s) for which Participating Professional participates as part of the PHCS provider network. Participating Professional will cooperate and comply with the product specific requirements applicable to Participating Professional contained in Exhibit B and/or described in the administrative*

Exhibit G

PHCS

HealthEOS



handbook(s). PHCS may, in its sole discretion, modify Exhibit B and/or the administrative handbook(s).

MultiPlan sent written notification to Dr. Holland, dated April 25, 2011, advising him of his participation in the Workers' Compensation Network. Workers' compensation is also reflected as a network/product in the MultiPlan Network Professional Handbook.

We respectfully request that you cease and desist from contacting MultiPlan or our clients related to this matter, unless you can provide substantiated proof where our position stated above is inaccurate.

Likewise, we will seek further action, if you continue to make false claims that MultiPlan fraudulently applied discounts to Mr. Holland's claims.

If you would like to discuss this matter further, please do not hesitate to contact me at (504)681-3481.

Sincerely,

A handwritten signature in black ink, appearing to read "Tanya C. Fisetle". The signature is fluid and cursive, with the first name "Tanya" being more prominent.

Tanya C. Fisetle
Manager, Resolution Services

cc: Coventry Workers' Comp Services